

**AGREEMENT**

**ORIGINAL**

**Between**

**BERGEN COUNTY UTILITIES AUTHORITY**

**And**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
(Local 1040)**

**January 1, 2016 through December 31, 2019**

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## **PREAMBLE**

This Agreement entered into by the Bergen County Utilities Authority, hereinafter referred to as the "Authority" and the Communication Workers of America, Local 1040, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Union and the Authority, and to provide for conduct of the Authority's business under methods that will further to the fullest extent possible the economy and efficiency of operations, elimination of waste, realization of maximum quantity and quality of productivity and service to the public, cleanliness and protection of property. It is the further intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein agreements between the parties concerning rates of pay, hours of work and other conditions of employment.

The Authority and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

## **ARTICLE 1**

### **DURATION**

- A. The term of the Agreement shall be from January 1, 2016, to December 31, 2019, and it shall take effect upon execution by both parties.
- B. If the parties have not executed a successor agreement by December 31, 2019, then this Agreement shall continue in full force and effect until a successor agreement is agreed upon.
- C. At least ninety (90) days prior to the end of this agreement notice will be sent by either party of its intent to enter into negotiations.

## **ARTICLE 2**

### **RECOGNITION**

A. The Bergen County Utilities Authority hereby recognizes the Communications Workers of America, AFL-CIO (Local 1040) as the exclusive collective negotiating unit for all regularly employed persons in job titles covered by the Certification of Public Employment Relations Commission (Docket No.: RO-97-107 and CU 97-33) or through agreement conducted via contractual negotiations. Said job titles shall include:

- Solid & Special Waste Program Administrator
- Assistant Chief of Finance and Accounts
- Assistant Construction Coordinator
- Coordinator of Contractual Accounts/Operations
- Computer & Financial System Integrator
- Managerial Assistant IPP
- Manager Permits & Regulatory Affairs
- Principal Engineer
- Recycling Program Manager/Technical Assistance
- SCADA Engineer
- Senior Engineering Inspector
- Solid Waste Education & Technical Advisor
- Water Pollution Education Program & Outreach Coordinator
- Municipal Cooperative Program Compliance Coordinator

B. Titles defined shall include the plural as well as singular and include males as well as females.

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### **ARTICLE 3**

#### **AGENCY SHOP AND DUES CHECK OFF**

- A. Any employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit or any employee who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Authority by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Authority.
- B. The Union agrees that it will indemnify and save harmless the Bergen County Utilities Authority against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Bergen County Utilities Authority at the request of the Union under this Article.
- C. If any new employee is hired into one of the job titles covered by this Agreement or in the event that a present employee of the Bergen County Utilities Authority is promoted into or placed into one of the bargaining unit covered job titles then said personnel change shall be immediately transmitted to the Union in writing. The Authority shall



certify to the Union not less than every ninety (90) days the accurate employee list of bargaining unit job titles as well as any other information, which the employee organization may require to bargain collectively.

## **ARTICLE 4**

### **CREATION OF NEW JOB TITLES**

- A. If the Authority adds new or amended titles to the Authority population, it agrees that within thirty (30) days, it will:
1. Notify the Union of these new or amended titles;
  2. Give a copy of any job specification for the new or amended title to the Union;
  3. Advise the Union of the proposed hours of work, and other terms and conditions of employment established for the title.
- B. The parties agree that if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new or amended title should be included in the unit, and if it is so included, to negotiate any disputes which may exist concerning such negotiable issues as appropriate wage rates.

## **ARTICLE 5**

### **WAGES AND SALARIES**

The parties agree to the wage scales prepared by the Authority as attached and as agreed to by the Union.

## TITLES, GRADES AND WAGES

A. Wages shall be in accordance with the following salary guide schedule for Employees hired before July 1, 2016:

CWA 2016 GRADE AND STEP CHART								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
III	\$ 85,514	\$ 88,514	\$ 91,516	\$ 95,116	\$ 99,016	\$104,267	\$109,519	\$ 117,506
IIB	\$ 79,514	\$ 83,264	\$ 85,511	\$ 90,014	\$ 95,266	\$ 99,767	\$105,019	\$ 111,983
IIA	\$ 63,012	\$ 66,011	\$ 69,010	\$ 72,761	\$ 75,763	\$ 79,514	\$ 83,264	\$ 88,205
IB	\$ 63,012	\$ 66,011	\$ 69,010	\$ 72,761	\$ 75,763	\$ 79,514	\$ 83,264	\$ 88,205
IA	\$ 42,006	\$ 46,507	\$ 52,508	\$ 59,259	\$ 65,260	\$ 71,261	\$ 78,014	\$ 85,137

CWA 2017 GRADE AND STEP CHART								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
III	\$ 85,514	\$ 88,514	\$ 91,516	\$ 95,116	\$ 99,016	\$104,267	\$109,519	\$ 120,150
IIB	\$ 79,514	\$ 83,264	\$ 85,511	\$ 90,014	\$ 95,266	\$ 99,767	\$105,019	\$ 114,503
IIA	\$ 63,012	\$ 66,011	\$ 69,010	\$ 72,761	\$ 75,763	\$ 79,514	\$ 83,264	\$ 90,190
IB	\$ 63,012	\$ 66,011	\$ 69,010	\$ 72,761	\$ 75,763	\$ 79,514	\$ 83,264	\$ 90,190
IA	\$ 42,006	\$ 46,507	\$ 52,508	\$ 59,259	\$ 65,260	\$ 71,261	\$ 78,014	\$ 87,053

CWA 2018 GRADE AND STEP CHART								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
III	\$ 85,514	\$ 88,514	\$ 91,516	\$ 95,116	\$ 99,016	\$104,267	\$109,519	\$122,853
IIB	\$ 79,514	\$ 83,264	\$ 85,511	\$ 90,014	\$ 95,266	\$ 99,767	\$105,019	\$ 117,079

<b>IIA</b>	\$ 63,012	\$ 66,011	\$ 69,010	\$ 72,761	\$ 75,763	\$ 79,514	\$ 83,264	\$ 92,219
<b>IB</b>	\$ 63,012	\$ 66,011	\$ 69,010	\$ 72,761	\$ 75,763	\$ 79,514	\$ 83,264	\$ 92,219
<b>IA</b>	\$ 42,006	\$ 46,507	\$ 52,508	\$ 59,259	\$ 65,260	\$ 71,261	\$ 78,014	\$ 89,012

<b>CWA 2019 GRADE AND STEP CHART</b>								
<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>III</b>	\$ 85,514	\$ 88,514	\$ 91,516	\$ 95,116	\$ 99,016	\$104,267	\$109,519	\$ 125,618
<b>IIB</b>	\$ 79,514	\$ 83,264	\$ 85,511	\$ 90,014	\$ 95,266	\$ 99,767	\$105,019	\$ 119,713
<b>IIA</b>	\$ 63,012	\$ 66,011	\$ 69,010	\$ 72,761	\$ 75,763	\$ 79,514	\$ 83,264	\$ 94,293
<b>IB</b>	\$ 63,012	\$ 66,011	\$ 69,010	\$ 72,761	\$ 75,763	\$ 79,514	\$ 83,264	\$ 94,293
<b>IA</b>	\$ 42,006	\$ 46,507	\$ 52,508	\$ 59,259	\$ 65,260	\$ 71,261	\$ 78,014	\$ 91,014

B. Titles are assigned to the grades as listed below:

<b>Titles</b>	<b>Grades</b>
Coordinator of Contractual Accounts/Operations	IB
Manager Assistant IPP UUAЕ	IB
Manager Permits and Regulatory Affairs	IIB
Principal Engineer	III
Recycling Program Manager/Technical Assistance	IIA
SCADA Engineer UUAЕ	III
Senior Engineering Inspector	IIB
Solid & Special Waste Program Administrator	IIA
Solid & Waste Educational & Technical Advisor	IIA
Assistant Construction Coordinator	IIB
Computer & Financial System Integrator	IIB
Water Pollution Education Program & Outreach Coordinator	IIA
Municipal Cooperative Program Compliance Coordinator	IA
Assistant Chief of Finance and Accounts	IB

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C. All eligible employees, including employees hired after the effective date of this Agreement will advance one step on January 1<sup>st</sup> of each year unless and until they reach top step. No additional annual wage increases will be given other than what is noted in the above tables.

## **ARTICLE 6**

### **PROBATIONARY PERIOD**

- A. Provisional employees shall be probationary for six (6) months and shall not be entitled to recourse under the grievance procedure of this Agreement.
- B. Permanent employees who have completed a three (3) month working test period and those provisional employees with six (6) months service may be represented by the Union under the grievance procedure.
- C. An employee who is provisionally promoted to a higher job title within the Bargaining Unit shall be on probation in the higher job title for a period of thirty (30) working days. During the probationary period he or she shall receive the annual rate to which he or she is promoted.
- D. If the employee does not successfully complete the probationary period he/she shall return to his/her former job title and shall be restored to his or her former seniority with whatever additional seniority was spent in the higher title and the employees former salary in the job title and in the department.

## **ARTICLE 7**

### **HOURS AND COMPENSATORY TIME**

- A. In lieu of overtime pay, an employee may request compensatory time off.  
Compensatory time shall be determined based on overtime calculations. It is solely

within the discretion of the employee to choose payment through overtime or compensatory time. The employee's decision regarding the mode of payment shall be communicated to his/her superior at the time the overtime is accepted. Work in excess of the employee's normal schedule will be compensated by time and one-half in compensatory time or cash.

- B. The Authority shall have the right to fix a schedule for the use of earned compensatory time. Subject to the needs of the Authority, the Authority will endeavor to schedule such use in accordance with the convenience and request of the employee. The employee must request compensatory time usage at least forty-eight (48) hours in advance. The Authority will not unreasonably withhold approval.
- C. All accumulated compensatory time not used or scheduled as of November 30<sup>th</sup>, will be paid out to the employee on or before December 31<sup>st</sup> of each year.
- D. An employee required to work on a holiday shall be compensated at the rate of time and one-half (1 ½) in compensatory time or cash, plus the regular rate of pay for the hours worked with a guarantee of three (3) hours of pay at time and one-half (1 ½).
- E. Any employee called in to work shall be compensated at the rate of time and one-half (1 ½) for all hours worked with a guarantee of three (3) hours pay at time and one-half (1 ½).
- F. An employee who is laid-off, terminated or resigns shall be paid in cash for all unused compensatory time that has been earned.

## **ARTICLE 8**

### **FLEX TIME**

- A. Flex time may only be granted at the approval of the Executive Director.



## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

#### **A. Purpose**

1. The purpose of this procedure is to provide an equitable method of answering questions or resolving problems arising from the terms and conditions of this Agreement.
2. Nothing contained herein shall be construed as limiting the right of any member of the bargaining unit to discuss any matter informally with an appropriate superior in order to resolve any issue.

#### **B. Definition**

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any provision of this agreement and may be raised by an individual or by the Union for an individual or group of individuals. This grievance procedure shall cover disciplinary matters where the penalty imposed is any suspension of five (5) or fewer days or any equivalent fine or any lesser penalty. Unclassified employees with five (5) or more years of service are entitled to use this procedure for disciplinary matter including suspensions of one day or more.

#### **C. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

#### **STEP ONE**

1. An aggrieved employee shall, by written request to the department head, institute action under these provisions within ten (10) days of the occurrence of the grievance or knowledge of the incident constituting the grievance. An earnest effort shall be

made to settle the differences between the aggrieved employee and the department head or his designee. Failure to act within said ten (10) days shall be deemed to constitute abandonment of the grievance.

2. The department head or his designee shall render a written decision within ten (10) days after receipt of the grievance.

## **STEP TWO**

The aggrieved employee may appeal the decision of the department head or his designee, in writing to the chief of personnel or a designated representative within five (5) days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The chief of personnel or delegated representative shall give the Union the opportunity to be heard and will give a decision in writing within ten (10) days of such meeting.

## **STEP THREE (ARBITRATION)**

1. If the grievance is not settled through Steps one and two, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the chief of personnel. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding on the parties.
3. The costs for the services of the arbitrator shall be borne equally between the Authority and the Union. Any other expenses, including but not limited to the presentation of




witnesses, shall be paid by the incurring party.

4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or reduce the time limits provided for processing the grievance at any step in the grievance procedure.
5. The use of the word day(s) shall be deemed to mean calendar days.

## **ARTICLE 10**

### **DISCIPLINE**

- A. An employee may be discharged or disciplined only upon just cause pursuant to Civil Service regulations. The Authority shall notify the Union steward in the event such action is taken. Warning notices involving lateness or absenteeism will be deleted from the personnel file of an employee upon request provided the employee has received no such warning notice or a period of one year from the date of the last notice. If two or more warnings are received in one year for lateness or absenteeism, then both warnings will remain in the file for at least five (5) years.
- B. Other than an oral reprimand, the employees and the Union shall be furnished with a written copy of any disciplinary action taken with the reasons stated, within five (5) working days of the action.



## **ARTICLE 11**

### **LONGEVITY**

- A. Employees hired before January 1, 2016 shall receive, in addition to their regular pay, Longevity Pay as set forth below:
1. Upon completion of five (5) years of employment with the Authority, one and one-half (1.5%) percent of their regular rate of pay
  2. Upon completion of ten (10) years of employment two and one half (2.5%) percent of the regular rate of pay.
  3. Upon completion of fifteen (15) years of employment, four (4%) percent of the regular rate of pay.
  4. Upon completion of twenty (20) years of employment, five and a half (5.5%) percent of the regular rate of pay.
  5. Upon completion of twenty-five (25) years of employment, seven (7%) percent of the regular rate of pay.
- B. In no event will an employee receive more than seven (7%) percent longevity pay. Longevity is to be calculated in regular pensionable income pay rather than as premium pay. Longevity is to be calculated for overtime. Longevity payments are to be made in regular weekly pay. Accrual dates for longevity are referenced by dates of increase in salary and by dates of achieving a longevity anniversary plateau.

## **ARTICLE 12**

### **LICENSE INCENTIVES**

- A. If, upon prior approval of the Executive Director, it is deemed a benefit to the BCUA, and is related to Employee's job title and duties, an annual incentive bonus shall be



paid for all employees that obtain or possess NJDEP waste water operations License(s) in accordance with the following:

C-1. \$500.00

S-1 \$500.00

- B. Employee reimbursement for all annual license registration fees shall also be provided as relates to those licensed referenced in the above program.

## **ARTICLE 13**

### **HEALTH BENEFITS**

- A. For all employees hired before July 1, 2016, all existing policies relative to health and welfare which uniformly affect all employees covered by this agreement on the date of the execution thereof shall remain in effect, unless specifically stated to the contrary, in no case shall there be a diminution of present health and welfare benefits during the term of this agreement, unless such diminution is voluntarily elected by the Employee.

The Authority has the option to offer voluntary lower premium health and welfare plans to all Employees. Any employee hired before July 1, 2016 may voluntarily elect to participate in any Employee Health Care Plan being offered by the Authority. An employee hired before July 1, 2016 enrolled in the Traditional Plan A who selects to participate in any other Employee Health Care Plan offered by the Authority may not re-enroll in Traditional Plan A at a later date. The Employee Health Care Plan known as Traditional Plan A shall not be available to any employee hired on or after July 1, 2016. For Employees hired on or after July 1, 2016, doctor visit co-pays shall increase to \$10 from \$5 for those Employees and their dependents enrolled in the Plus POS Plan C.

- B. The Authority shall provide a dental benefits insurance program. The entire premium



shall be paid by the Bergen County Utilities Authority, it being understood and agreed that no employee shall be obliged to participate in the said program. Employees are offered a dental plan that includes 100% coverage for preventive and diagnostic dentistry, 80% remaining basic services; 70% prosthodontia; 70% orthodontic, using the usual and customary schedules. This plan may include a deductible figure if required by the eventual insurer not to exceed \$50.00 per person. The maximum annual benefit as applicable to this section is \$2,500.00 per year, except as relates to the orthodontic benefit. For those employees hired before July 1, 2016, the lifetime maximum orthodontic benefit is \$2,500.00. For employees hired on or after July 1, 2016, the lifetime maximum orthodontic benefit is \$2,000.00. For those employees or eligible dependents who started orthodontic treatment services prior to January 1, 2017 and who have not completed such treatment, the benefit levels under the prior contract control until the services are completed or until January 1, 2018, whichever occurs first.

- C. For employees hired **before** July 1, 2016, the Authority will provide a prescription drug plan for all employees covered by the contract and their families. This plan will provide a prescription drug plan with a co-pay by the employee in accordance with the following schedule for the term of this Agreement:





<b><i>DRUG CATEGORY</i></b>	<b><i>CO-PAYMENT PARTICIPATING RETAIL PHARMACIES (30 DAY SUPPLY)</i></b>	<b><i>CO-PAYMENT HOME DELIVERY MEDCO BY MAIL (UP TO 90 DAY SUPPLY)</i></b>
Generic	\$ 5.00	\$ 5.00
Preferred Name Brand (Formulary)	\$ 15.00	\$ 15.00
Non-preferred Name Brand (Non-Formulary)	\$ 15.00	\$ 15.00

D. For employees hired on or after July 1, 2016, the Authority shall provide a prescription drug plan for all employees covered by the contract and their families. This plan will provide a prescription drug plan with a co-pay by the employee in accordance with the following schedule for the term of this Agreement:

<b>DRUG CATEGORY</b>	<b>CO-PAYMENT PARTICIPATING RETAIL PHARMACIES (30-DAY SUPPLY)</b>	<b>CO-PAYMENT HOME DELIVERY MEDCO BY MAIL (UP TO 90-DAY SUPPLY)</b>
Generic	\$5.00	\$10.00
Preferred Name Brand (Formulary)	\$15.00	\$30.00
Non-preferred Name Brand	\$15.00	\$30.00

For employees hired after July 1, 2016, prescription co-pays shall not be submitted for reimbursement under any of the Employer's medical plans.

E. **VISION CARE:**

The Employer agrees to provide employees with a vision care program. Maximum coverage for eye care, including eyeglass lenses, contact lenses, exams and frames is \$350.00 on a rolling year basis. Employees shall submit true copies of invoices and sales receipts to the Employer upon request. The level of benefits agreed upon under this section shall not in any way be reduced or modified to provide less benefit

coverage than was in effect at the time this agreement was entered into.

- E. Traditional health Plan deductible amounts are \$200.00 for an individual and \$400.00 for family coverage with an 80% payment of reasonable rate and a 20% employee payment.
- F. IDA Plus Health Plan deductible amounts are \$200.00 for an individual and \$400.00 for family coverage with a \$5.00 co-pay. For employees hired after July 1, 2016, the co-pay shall be \$10.00.
- G. The level of benefits agreed upon under this section shall not in any way be reduced or modified to provide less benefit coverage than that agreed to by the parties during the course of negotiations for this agreement unless diminution of benefits is voluntarily elected by the Employee.
- H. The employee and members of their immediate family shall be enrolled in a major medical plan which will cover non-compensatory illness as described in the policy. Each employee will be given a copy of the policy describing benefits, rules and regulations.
- I. The employer agrees to maintain a Disability Plan as further described in Article 26.
- J. The Authority has the option to offer to all Employees voluntary lower premium health and welfare plans on thirty (30) days' notice. The Authority shall notify the Union at least thirty (30) days prior to the introduction of a resolution by the BCUA Commissioners causing the change in carrier. At such time of notification, full details of the proposed change, along with the new carrier's plan document, shall be supplied to the Union.
- K. The employer shall maintain an employee assistance program which will seek to service the needs of employees. The cost of such program will be borne exclusively by the Authority. The employer will consult with Union representatives regarding the




formulation, implementation, or modification of this program.

- L. Beginning January 1, 2016, all employees shall begin the four year phase-in as required by Chapter 78 law for health insurance coverage.
- M. Beginning January 1, 2017, insurance payments to out-of-network surgery centers shall be limited to usual and customary charges for the appropriate geographic area for the Traditional Plan, Plus Plan and any additional plan and shall be subject to pre-certification, pre-procedure pricing disclosures and reasonable payment limits.

## **ARTICLE 14**

### **PERSONAL LEAVE OF ABSENCE**

- A. Leave without pay — an employee, for reasons satisfactory to the Authority, may be granted a personal leave of absence without pay or services credit for time absent for a period of up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Authority. Leave without pay granted to provisional employees may be rescinded at any time by the Authority.
- B. Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with another employer.
- C. Personal leaves of absence are granted with the understanding that the employee intends to return to the Authority. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and will not be considered in good standing.
- D. Employees on leave without pay for more than two (2) weeks in any month will not



receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

- E. Seniority shall be retained but shall not accumulate during such leaves pursuant to Civil Service Law for classified and unclassified employees.

## **ARTICLE 15**

### **FAMILY AND MEDICAL LEAVE**

The authority agrees to abide by the provisions of the State and Federal government leave standards (N.J.S.A. 34:11B-1 et seq.) and recognize that it may allow alternative options regarding sick leave and personal leave. Employees shall be required to use their paid sick leave and unpaid FMLA or NJFLA leave concurrently where the reasons for the paid sick leave also qualifies under the FMLA or NJFLA.

## **ARTICLE 16**

### **PAID MATERNITY/PATERNITY LEAVE**

- A. An infant's mother is eligible for up to six (6) weeks of paid maternity leave on an annual basis for the birth and care of her newborn or adopted child. An infant's father is eligible for up to three (3) weeks of paid paternity leave on an annual basis for the birth and care of his newborn or adopted child. Upon request and approval by the Authority, after an employee has exhausted his/her paid maternity/paternity leave, an eligible employee may utilize paid sick or vacation time for purposes of income replacement during any otherwise unpaid portion of a maternity or paternity leave. An Employee may also apply for New Jersey Family Leave Insurance through the New Jersey Department of Labor. In no event shall an employee be entitled to more than 100% of an employee's regular rate of pay while on leave.



- B. Employees are eligible for unpaid maternity/paternity leave pursuant to the limits set forth under state and federal law which is generally twelve (12) weeks. An eligible employee seeking paid maternity/paternity leave shall be required to apply for and concurrently use any unpaid leave for which he or she may also be eligible under the Family and Medical Leave Act ("FMLA") and/or New Jersey Family Leave Act ("NJFLA").
- C. To be eligible to take paid maternity/paternity leave, employees must (1) have a minimum of one year of employment and have worked at least 1000 hours in the preceding twelve (12) months; and (2) must continue employment with the Authority for one year from his/her return. Failure to comply with these requirements may result in the employee reimbursing the Authority for all or part of the cost of the maternity/paternity leave upon his/her resignation, retirement or termination.

## **ARTICLE 17**

### **LEAVE FOR JURY DUTY/SUBPOENAS**

- A. An employee summoned for jury duty shall receive his or her regular rate of pay less the amount of money received by him or her for serving on jury duty.
- B. If an employee is subpoenaed as a witness for reasons related to the operations of the BCUA, he or she will be granted leave with pay less the amount of money received by him or her for appearing as a witness.
- C. The employee must produce the jury notice or subpoena in order to receive benefits under this article.
- D. If an employee is dismissed from jury duty prior to 12 noon, he or she shall be required to return to work at the Authority.

## **ARTICLE 18**

### **MILITARY DUTY LEAVE**

As provided in the Civil Service Regulations. Proof of military service shall be provided by the employee within two weeks of the employee's return from military leave or as otherwise required by law.

## **ARTICLE 19**

### **BEREAVEMENT LEAVE**

- A. Every full time employee who has completed the initial probation period, upon the death of a member of the immediate family shall be granted, upon request, up to four (4) working days leave with pay to attend or make arrangements for the funeral. Immediate family is defined as and limited to spouse, civil union partner, son, daughter, mother, father, grandparent, grandchild, brother and sister. Additional leave with pay will be given to the employee based upon his or her unused sick leave.
- B. Employee may upon request be granted two (2) working days leave with pay to attend or make arrangements for the funeral of an aunt, uncle, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, great grandparent or great grandchild.
- C. Bereavement leave will not be deducted from sick leave.
- D. An Employee is eligible for bereavement leave upon each covered occurrence.
- E. Bereavement leave must be taken in consecutive days, unless excused by the Executive Director, but in no event shall be taken beyond fourteen (14) days of the relative's death.
- F. Upon request, an employee must produce proof of death and relationship to obtain the benefits under this article.



## **ARTICLE 20**

### **UNSCHEDULED ABSENCES**

If, for any reason, an employee is unable to report for duty, he/she must notify the Authority as soon as possible, and before scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. An employee absent from work without notification for five consecutive days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

## **ARTICLE 21**

### **SCHEDULED ABSENCES**

When an employee is on a leave of absence without pay for a period in excess of three consecutive months in a calendar year, the annual Step increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave. The next year following the return to work the employee shall receive his/her annual increase in accordance with the contract provisions covering this year's wage increase.

## **ARTICLE 22**

### **WORK INCURRED INJURY**

- A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Authority shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of seven (7) days. During this period of time, all temporary disability benefits accruing under the provision of the Workers' Compensation Act shall be paid over to the Bergen County Utilities Authority.
- B. The employee shall be required to present evidence by a certificate of a responsible



physician that he is unable to work and the Director may reasonably require the said employee to present such certificates from time to time.

- C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Bergen County Utilities Authority or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the division of Workers' Compensation, or by the final decision of the last reviewing Court which shall be binding upon the parties.
- D. For the purposes of this Article, injury or illness incurred while the employee is attending a Bergen County Utilities Authority sanctioned training program shall be considered in the line of duty.
- E. In the event a dispute arises as to whether an absence shall be computed or designated sickness or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal from the final decision of the last reviewing Court.
- F. If an injured employee is disabled for a period of more than seven (7) days, the employee will be eligible to receive temporary disability benefits at a rate of 70% of the employee's average weekly wage, not to exceed the maximum rate or fall below the minimum rate set by statute in effect during the year of the accident. The BCUA will pay the differential between the applicable foregoing amount and the employee's regular weekly wage for a maximum period of six (6) months. This differential shall be known as a "sick leave injury" payment. If an employee is unable to return to work after six (6) months, the sick leave payment shall cease; however, the employer shall

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supplement the employee's worker's compensation disability payment by covering only the employer's share of the injured employee's regular pension and health insurance contributions. An employee may elect to use accrued paid sick, vacation or personal leave, if available, to mitigate the loss of sick leave injury payments. In no event, however, shall an employee receive more than his regular weekly wage. Sick leave injury payments are subject to the same rules and regulations as worker's compensation insurance and shall not be made if the injury is due to intoxication or willful misconduct on the part of the Employee. Employees absent from work due to injury, who willfully fail to fulfill all of the conditions necessary to receive worker's compensation benefits, shall not be entitled to sick leave injury payments until such conditions are fulfilled.

## **ARTICLE 23**

### **VACATION**

- A. Employees earn vacation leave in the following manner:
1. One working day of vacation for each month of service during the first calendar year of employment.
  2. Fifteen (15) working days vacation in each succeeding calendar year prior to the completion of five (5) years (sixty (60) months) continuous service.
  3. Twenty (20) working days vacation in each calendar year of service starting with the beginning of the calendar year in which five (5) years (sixty (60) months) service are completed.
  4. Twenty-five (25) working days vacation in each calendar year of service starting with the beginning of the calendar year in which twenty (20) years (240 months) service are completed.

5. For those employees hired prior to January 1, 2016, thirty (30) working days vacation in each calendar year of service starting with the beginning of the calendar year in which twenty-five years (300 months) service are completed.
  6. For those employees hired prior to January 1, 2016, thirty-one (31) working days vacation in each calendar year of service starting with the beginning of the calendar year in which thirty (30) years (360 months) service are completed.
  7. During the first calendar year of service, complete vacation allowance for the calendar year is available for use after six (6) months of service. In the second and succeeding calendar years of service, vacation allowances are available for use at the beginning of the calendar year.
- B. Though calendar year vacation allowances are available as above described, complete vacation allowances have not been earned until the end of the calendar year. Employees are liable for vacation days used but not earned.
- C. Vacation earning rates are:
1. As described above in the first calendar year of employment.
  2. Fifteen (15) days per year — one and one-quarter workdays per full calendar month of employment.
  3. Twenty (20) per year — one and two-thirds working days per full calendar month of employment.
  4. Twenty-five (25) per year - two and one-tenth working days per full calendar month of employment.
  5. Thirty (30) per year - two and one-half days per full calendar month of employment.
- D. Vacation leave is taken during the calendar year in which it is earned except as follows:  
Earned vacation leave for one (1) calendar year may be carried over and used during

the following calendar year only. The employee will not be allowed to receive pay in place of taking his earned vacation leave.

- E. The Authority shall have the right to fix a vacation schedule and the date on which an employee is to be granted vacation subject to its needs.. Splitting of vacation will be allowed subject to the needs of the Authority. Seniority will be considered in arranging the vacation schedule.
- F. Terminated employees shall be paid for the vacation due him/her to a maximum of two (2) years of unused vacation allowance, or to his/her estate in the event of the death of an employee.
- G. Employees will be notified of their vacation time, which may be reported in hourly totals.
- H. All requests for vacation of one (1) or more weeks in duration shall be in writing to management and require at least (2) weeks minimum notice, subject to approval of management. All other vacation requests shall be in writing to management, and be made on at least one (1) full weekday's notice. In the discretion of management, notice requirements may be relaxed which will not be unreasonably denied.
- I. Note that the definitions are:

**Calendar Year** — January 1 through December 31

**Year** — Period of twelve (12) months

**Calendar Month** — First through the last day of January, February, etc.

**Working Days** — One day equal to the number of hours regularly worked by an employee. All employees do not work an eight (8) hour day.

**Month** — First through the last day of each month.



## **ARTICLE 24**

### **SICK LEAVE**

- A. All full time employees covered by this Agreement who are unable to work because of the following reasons, shall be granted sick leave as provided herein.
1. Personal illness or non-job related injury
  2. Exposure to contagious disease
  3. Care of a reasonable period of time, of a seriously ill member of the employee's immediate family: spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives resident in the employee's household.
- B. Any employee on sick leave must submit medical evidence or other relevant documentation substantiating the absence, if the employee is absent three (3) or more consecutive working days. An employee shall also submit medical evidence or other relevant documentation upon the request of the Authority to substantiate an absence where patterned absenteeism, chronic absenteeism or other just cause exists. The Authority reserves the right to withhold pay in a subsequent pay period for such absence if proof is insufficient on return to work the employee in such cases will be given up to three (3) days to produce the appropriate document.
- C. Abuse of sick leave provisions is cause for discipline. Where possible, supervisors or unit managers are required to forewarn an employee where an abuse is suspected. The employee may request an interview with the supervisor or unit Manager and may have a Union representative present. All disciplinary actions resulting from alleged abuse of sick time are grievable under the grievance procedure. The duration of an absence or the number of paid or unpaid sick days claimed is not a measure of abuse. Patterns of absence and the number of occurrences may be suggestive of abuse. As specified in

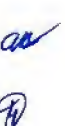
New Jersey Civil Service regulations, employees are subject to disciplinary action for chronic absenteeism or inability to perform the duties of the job specification though no abuse of sick leave is demonstrated. Such actions are subject to the grievance procedure or to Civil Service appeal where indicated.

D. Employees are entitled to annual paid sick leave as follows:

1. In the first calendar month of employment, one sick day if employment begins by the eighth day of the calendar month; and one-half sick day if employment begins between the 9<sup>th</sup> and 23<sup>rd</sup> day of the calendar month.
2. In the first year of service, one sick day for each calendar month of employment following the first calendar month of service.
3. In each succeeding calendar year of service fifteen (15) sick days.

Unused sick days shall accumulate from year to year without limit. Sick days do not accrue during a leave of absence without pay or during the period of an employee's suspension. Employees who exhaust all paid sick days in any one year shall not be credited with additional sick days until the beginning of the next calendar year. Accrued sick leave is available for employee use at the beginning of the calendar year, however employees are responsible for leave but not earned in the basis of one and one quarter days per month, except in the first calendar year of employment as set forth in D1 above.

- E. In the case of prolonged illness of an employee beyond his/her accumulated sick leave, the Authority, at its discretion, may continue the employee's medical insurance to a maximum of one year from the date sick leave was exhausted. The Union may request that the payments be continued. The parties agree to abide by Article 26.7 of the New Jersey Health Benefits Manual which related to payment during sickness or injury.



- F. After prolonged illness beyond five (5) days, statements from the employee's doctor may be required, indicating the employee's ability to safely return to his/her position. The employee may be required to undergo a physical examination by an Authority appointed physician.
- G. Employees may maintain unlimited hours in accrued sick time. Each year, employees who have unused sick time for the present year may elect to receive equivalent pay in exchange for said unused sick time up to one hundred and twenty (120) hours. Payments made per this section are based on sick time earned as of each November 30, and will be paid out annually on or before December 31 of each year included in this agreement.
- H. In the event of the death or retirement of an employee, the Authority will pay to the retiree and/or heirs of law of the deceased employee, supplemental compensation for accumulated unused sick leave in the amount accumulated by December 31, 2010, or an amount not to exceed \$15,000.00, whichever is greater. In addition to the cash out of unused sick leave as provided in Article 24(G), an eligible employee may also elect to annually cash out any unused sick leave which was accumulated on or before December 31, 2010, up to an amount equivalent to the employee's statutorily required annual health insurance premium contribution.
- I. Sick leave incentive reduction plan:
1. Employees taking no sick days during any individual contract year of this Agreement (all terminating on December 31 of the contract year), will receive \$1,000.00 in January of following year.



Effective January 1, 2017, employees taking three (3) or fewer sick days during any individual contract year of this Agreement (all terminating on December 31<sup>st</sup> of the current year), will receive \$750.00 in January of the following year.

## **ARTICLE 25**

### **HOLIDAYS**

- A. The holidays set forth below will be observed by the Authority. Each full time employee covered by this Agreement shall receive his or her regular day's pay, eight (8) hours at straight time, without working on the following days:

New Year's Day	Memorial Day
Martin Luther King	Independence Day
Labor Day	Columbus Day
President's Day	Election Day
Good Friday	Thanksgiving Day
Veterans Day	Day after Thanksgiving
Christmas Day	

For all employees hired before July 1, 2016, one (1) additional personal day will be given.

- B. Upon completion of three (3) months of service, each employee will be entitled to two (2) additional days designated as personal days. To be eligible for a personal day, the employee must request the day from his or her supervisor at least forty-eight (48) hours in advance. Approval will not be unreasonably withheld. The personal days must be taken during the calendar year.
- C. Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday respectively as mutually agreed by the parties or as established by the state or federal government.
- D. If an employee is not required to work on a holiday, he or she will be paid as set forth in Paragraph A above. Such hours shall be considered as time worked for the purpose of calculating overtime pay. If the holiday falls on an employee's normal day off, he or

she shall be give another day at the convenience of the Authority or pay at the rate of one and one-half (1 ½) times his or her normal hourly rate as may be chosen by the employee and approved by the Authority. The Authority will not unreasonably withhold approval.

- E. It is expressly agreed that the Authority may require any employee to work a holiday.

## **ARTICLE 26**

### **EXISTING BENEFITS**

#### **Disability Plan**

- A. The Authority pays the full cost for short and long-term sickness benefit plans, which pay a 70% of the pre-disability earnings to a maximum of \$572.00 per week with a maximum of ten weeks for Short Term Disability. The employee must be out for thirty calendar days before being eligible due to sickness or accident.
- B. Long Term Disability pays 60% of the pre-disability earnings, up to a maximum of \$3,000 per month. No monthly benefit may be paid, or the monthly benefit may be reduced in accordance with the provisions below.
- C. The maximum benefit duration shall be the greater of:
1. The benefit duration limit as shown in the table below; or
  2. Your normal retirement age as defined by the Social Security Amendments of 1983.





Age When Disability Begins	Benefit Duration
Less Than 60	To Age 65
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and Over	12 Months

### **Safety Glasses**

All employees will be given a free safety glasses examination as needed upon approval and be given up to a \$150.00 voucher for prescription safety glasses at an authorized vendor. Vouchers will enable employees to purchase prescription safety glasses at authorized vendors to be determined in the sole discretion of management.

### **Vision Care Plan**

See Article 13D.

### **Payroll Deductions**

Payroll deductions are authorized by the employer for employees who desire to purchase U.S. Savings Bonds.

## **ARTICLE 27**

### **TERMS AND CONDITIONS OF EMPLOYMENT; DISCRIMINATION AND COERCION**

- A. There shall be no discrimination, interference or coercion by the Authority or any of its agents against any employee represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce any employee into membership in the Union. Neither the Authority nor the Union shall discriminate against any employee because of race, creed, color, sex, age, national origin, disability or sexual orientation. The Authority and the Union believe that each employee is entitled to respectful treatment by every other employee, no matter his/her rank or station. Abusive language or actions among employees or between supervisory personnel and hourly employees will not be tolerated.

#### **NON-DISCRIMINATION**

There shall be no discrimination against any employee because of race, creed, color, national origin, nationality, ancestry, religion, union status, age, sex (including pregnancy), marital status, domestic partnership status, civil union status, affectional or sexual orientation status, atypical hereditary, cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability and AIDS and HIV status.

The Authority and the Union believe that each employee is entitled to respectful treatment by every other employee, no matter his/her rank or station. Abusive language or actions among employees or between supervisory personnel and hourly employees will not be tolerated.

## **ARTICLE 28**

### **MANAGEMENT RIGHTS**

Nothing in this Agreement shall interfere with the right of the Authority in accordance with the subjected to applicable law, rules and regulations to:

- A. Carry out statutory mandate and goals assigned to a utilities authority utilizing personnel, method and means in the most appropriate and efficient manner possible.
- B. Manage employees of the Authority, to hire, promote, transfer, assign or retain employees in positions with the Authority and in that regard establish work rules.
- C. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable cause, or to lay-off employees subject to New Jersey Civil Service (Department of Personnel) Statutes and Rules.
- D. Temporary assignments are permitted at the discretion of management.
- E. Any employee temporarily assigned to a lesser paid position will continue to receive the same rate of pay of the title he/she held before the assignment. Any employee temporarily assigned to a higher paid position will be paid at the higher out-of-title rate immediately. Employees selected for temporary assignment will be issued instructions regarding the nature of the temporary assignment, the safety measures to be taken, and the necessary safety equipment by their supervisor.
- F. Temporary assignments are subject to the Civil Service Commission law and are not grievable.

## **ARTICLE 29**

### **NO STRIKE**

- A. There shall be no strikes, work stoppages, slowdowns or other interruptions of work, for any reason whether or not specified herein or contemplated by the parties or at the time this contract is subject to the grievance and arbitration provisions of this contract. Any such action shall be a violation of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Authority shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article. Nothing contained in this Agreement shall be construed to limit or restrict the rights of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article, including the right to institute civil action for damages and injunctive relief.
- B. In consideration of the foregoing, the Authority agrees not to lock-out or cause to be locked out any employee covered under the provisions of this Agreement.

## **ARTICLE 30**

### **JOB STEWARDS**

- A. The Authority recognizes the right of the Union to designate job stewards and alternates.
- B. The authority of job stewards and alternates so designated by the Union shall include, but is not limited to the following duties and activities:
  - 1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. Meeting and conferring with employee's supervisors in pre-grievance meetings.
  3. Attend health and safety meetings, labor management meetings, and other authorized meetings.
  4. Attend to Union business with prior approval of the shop steward's supervisor.  
Such approval will not be unreasonably denied.
  5. Transmit communications authorized by the Local Union and its officers, to the Authority or its representatives, either written or oral.
  6. Employees engaged in Union activities who have been released for the day, shall be able to take such day as an unpaid day off.
- C. The Employees shall grant release time without pay up to five (5) days a year for members designated by the Union to attend Union functions with ten (10) working days written notice to the Authority.
- D. The Authority agrees that Union Representatives of the Communications Workers of America, AFL-CIO, Local or International shall have the right to visit the premises during working hours so long as such visit shall not interfere with employer operations.

## **ARTICLE 31**

### **MEETING WITH THE UNION**

- A. Members of the Union may confer with shop stewards, local Union officers and/or designated Staff Representatives of the Union relative to grievances and other contract-related matters during working hours for a reasonable amount of time, providing permission has been granted by the respective supervisor and that the needs of the Authority are not unduly hindered. Permission shall not be unreasonably withheld, nor shall this provision be abused. Union members and representatives shall

provide reasonable advance notice and obtain approval from management before leaving their assigned work duties to conduct union business. Supervisors may not inquire as to the specific nature of the discussion. Union representatives shall not be paid for attending negotiations, grievances or arbitration hearings that exceed their regular working hours.

## **ARTICLE 32**

### **PERSONNEL FILES**

- A.. A personnel file shall be established and maintained for each employee covered by this Agreement such files are confidential records and shall be maintained in the office of the chief of personnel.
- B. Upon advance notice and at reasonable times, any member of the Union may review his/her personnel file through appointment with the chief of personnel or his designee.
- C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, an employee shall be permitted to place a rebuttal in his/her file.
- D. Personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed except as provided for in other Articles of this Agreement. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

## **ARTICLE 33**

### **PAYROLL**

Employees shall be paid every other Thursday. Should a holiday fall on a Friday, employees shall be paid on Wednesday. If a holiday falls on a Thursday, employees shall be paid on Tuesday.

## **ARTICLE 34**

### **INCLEMENT WEATHER POLICY**

The parties agree that in the event of inclement weather or a weather emergency, the policy adopted by the Commissioners shall become applicable. An early dismissal is permissible only if in the sole opinion of the management, the legitimate operational needs of the Authority are met.

## **ARTICLE 35**

### **LAYOFFS**

In the event layoffs become necessary, the provisions of the New Jersey Department of Personnel shall be followed.

#### **LAYOFF AND RECALL FOR UNCLASSIFIED AND PROVISIONAL EMPLOYEES**

1. In the event management determines that an agency-wide layoff due to financial exigencies must take place which will affect unclassified or provisional employees, the following procedure shall be observed:
  - a. The Union shall be notified of the layoff as far in advance as possible.
  - b. Affected employees shall be given a generalized notice of layoff at least forty-

five (45) calendar days, prior to the reduction in force.

- c. The BCUA will supply the Union with relevant data concerning the layoff.

### **PROCEDURE FOR RECALL**

The BCUA shall simultaneously notify by letter of recall by regular mail all eligible employees of a vacancy in their particular title and a copy of such notice shall be forwarded to the Union. The letter of recall shall specify the latest date by which the employee may timely contact the appointing authority. Employees who do not respond by such date shall be permanently removed from the list. Each employee shall be responsible for keeping the appointing authority advised of their current address and phone number if offered the position. The employee must report to work within twenty (20) calendar days shall result in forfeiture of the position to which the employee had been recalled and elimination from the recall list.

## **ARTICLE 36**

### **RETIREMENT HEALTH BENEFITS**

1. For all employees hired before July 1, 2016, premiums for retiree health benefits in the Authority's Health Benefits program shall be paid, in part, by the Authority for those employees who have retired under PERS:
  - a. After twenty-five (25) years of service credit in a State or locally administered retirement system; or
  - b. On an accidental disability pension; or
  - c. On ordinary disability.
2. For all employees hired on or after July 1, 2016, premiums for retiree health benefits in the Authority's Health Benefits program shall be paid, in part, by the Authority for those employees who have retired under PERS:



- a. After twenty-five (25) years of service credit in a State or locally administered retirement system; or
  - b. On an accidental disability pension; or
  - c. On ordinary disability after ten (10) years of service at the Authority
3. Except for employees exempted by law as set forth in paragraph “4” below, eligible retirees and their eligible dependents shall be obligated to contribute to the costs of retiree health benefits the minimum shared premium amount as required by state law.
4. Employees that had Twenty (20) years or more of service in a state or local retirement system as of December 31, 2015 (the effective date established by Chapter 78), and who retire after Twenty-Five (25) years of service shall not be required to make any retiree health benefit premium contributions.
5. For employees hired on or after July 1, 2016, coverage for eligible spouses and dependent children shall cease upon the death of the retired employee unless the eligible spouses and dependent children elect to continue coverage under COBRA at their own expense, subject to COBRA coverage timeline limitations.
6. For those retirees hired before July 1, 2016, coverage for eligible spouses and dependent children, upon the death of the retired employee, may be continued upon election as provided by law so long as the eligible spouses and dependent children continue to pay the applicable premium share contribution and are otherwise eligible for the plan.

7. The Authority shall continue to reimburse retired eligible employees for their premium charges under Part B of the Federal Medicare Program covering retired employees and their Medicare eligible spouses in accordance with applicable law.
8. The retired employee and his/her eligible spouse and dependent children shall receive the full benefits and available plan designs enjoyed by active employees, including all changes to benefit packages which might take place.
9. Retiree health benefit premium contributions for eligible employees who retired prior to July 1, 2016 shall not be affected by this Resolution, but are subject to applicable law and any premium contributions rules relating thereto or as may be contained in existing labor contracts which were in force at time of retirement.

## **ARTICLE 37**

### **PRESERVATION OF STANDARDS**

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee pursuant to any rules, regulations, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

## **ARTICLE 38**

### **EXISTING LAW**

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal law.

## **ARTICLE 39**

### **SEPARABILITY AND SAVINGS**

- A. It is understood and agreed that if any portion of the Agreement or the application of this Agreement to any person or circumstance shall be declared invalid by PERC, a court of competent jurisdiction or Civil Service, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected hereby.
- B. If any such provision(s) are declared invalid the Authority and the Union will meet for the purpose of negotiation changes made necessary by applicable law.

## **ARTICLE 40**

### **LABOR CONVENTIONS**

Union representatives or members of the Union may request a paid or unpaid leave of absence to attend to legitimate Union business and Union sponsored regional conferences and/or conventions. All leave requests must be accompanied by the name, location and duration of the convention. A minimum two weeks' notice must be provided for all leave requests. Proof of attendance is required if paid.

## **ARTICLE 41**

### **NEGOTIATING SESSIONS**

Negotiating sessions shall begin at time which will permit at least five (5) consecutive hours of negotiations during the regular work day. The Union representatives on duty during the periods agreed upon for negotiations shall be permitted to attend negotiating sessions

without loss of pay. No other payment will be made to Union representative for the negotiation sessions.

## **ARTICLE 42**

### **BULLETIN BOARDS**

- A. The Authority will provide one bulletin board of suitable size for exclusive use the Union at a place which is convenient for employees in the bargaining unit. Said bulletin board shall be used for union business.
- A. All material to be posted on the bulletin board shall be submitted to the Chief of Personnel prior to posting.

## **ARTICLE 43**

### **LABOR/MANAGEMENT AND SAFETY COMMITTEE**

Upon reasonable request of the Union or Management, meetings between Management and the Union shall be scheduled.

Safety Committee meetings shall be held regularly and a CWA member will be appointed to the committee.

## **ARTICLE 44**

### **NOTICE**

Any member of the Communication Workers of America, AFL-CIO, Local 1040 covered by this Agreement shall be entitled to a minimum fifteen (15) calendar days' notice prior to any layoff dismissal or termination without cause. No notice shall be required for a termination for cause.

## **ARTICLE 45**

### **GENERAL PROVISIONS**

- A. The parties may discuss any contract issue during the last two (2) years of this contract if both parties agree to do so. The refusal of either party to discuss a contract issue prior to the expiration of this contract shall not be grievable or reviewable by any court or agency.
  
- B. Notwithstanding the above, both parties retain all their respective rights to challenge any action taken by the other party, by way of grievance or appeal to a court or agency of competent jurisdiction.

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## **DEFINITIONS**

For the purpose of this Agreement the following definitions are agreed upon:

### **Calendar Year**

A period of time beginning on January 1 and ending on December 31.

### **Year**

A period of time consisting of twelve months.

### **Anniversary Date**

The annual reoccurrence of the date of hire or date in title.

### **Permanent Employee**

An employee, serving in a title, who enjoys the benefit of permanent Civil Service status. An employee may be permanent in one title and serve provisionally in another.

### **Provisional Employee**

An employee, serving in a title, who does not enjoy the benefit of permanent civil service status. An employee may hold permanence in one title and serve provisionally in another title.

### **Temporary Work Assignment**

An out of title work assignment in excess of ten working days.

### **Probationary Employees**

An employee serving in a working test period in a permanent or provisional title as defined by the Civil Service Commission.

### **Sick Leave**

Paid absence due to inability to work because of illness or injury of the employee or a member of the immediate family who is seriously ill and requires the attendance of the

employee, and as further defined in New Jersey Statutes.

**Inclement Weather**

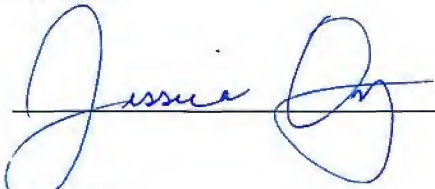
Includes weather conditions such as snow/sleet/ice storms and severe rains. Severe rains include northeasters. Hurricanes and other conditions that cause widespread flooding and/or power outages.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST



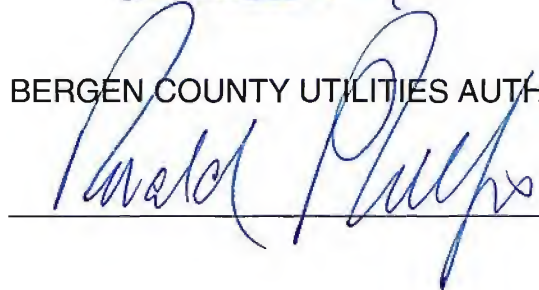
ATTEST

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BERGEN COUNTY UTILITIES AUTHORITY



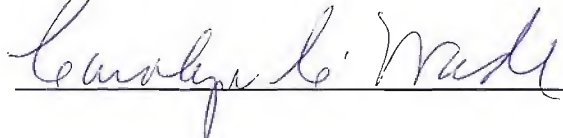
BERGEN COUNTY UTILITIES AUTHORITY



ATTEST

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COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 1040



ATTEST

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COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 1040

Robert O. Zangh, Rep. 4-27-17

Keith L. Barrett  
CWA Representative  
4/27/17

Angela L. Bonanno-Lynch 5/17/17

